

PROFESSIONAL NEGOTIATIONS AGREEMENT

1995-96 ♦ 1996-97

Between The

BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CHATHAMS

And The

ASSOCIATION OF CHATHAM TEACHERS



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## **I. PREAMBLE**

### **PROFESSIONAL NEGOTIATIONS AGREEMENT**

THIS AGREEMENT is made the **24th** day of **August, 1995** between the Board of Education of the School District of the Chathams, Chatham, New Jersey, hereinafter called the "Board," and the Association of Chatham Teachers, hereinafter called the "Association."

- A. The Board has previously recognized the Association by resolution dated January 12, 1988, as exclusive representative for collective negotiations concerning the terms and conditions of employment of all certified personnel whose pay is determined by the salary guide(s) included in this contract.

The following negotiated agreements apply exclusively to professional staff members in the category of personnel specified in the foregoing recognition Resolution, employed on a regular contractual basis, and to none other.

- B. The parties have met and negotiated certain agreements as follows:

#### **1. Term of Contract**

The term of this contract shall be from **July 1, 1995 to June 30, 1997**.

The economic provisions for the salary guides shall be **September 1, 1995** through **June 30, 1996** for the **1995/96** school year, and **September 1, 1996** through **June 30, 1997** for the **1996/97** school year. It is understood that subsequent negotiations shall begin not later than the date set in accordance with Chapter 123, Public Laws 1974, prior to the expiration of this contract. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on **June 30, 1997**.

## **II. AGREEMENTS**

### **A. GENERAL**

The parties agree to follow the procedures outlined in the Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

In the event that any provision of this Agreement shall be determined to be in conflict with State Statutes, all other provisions of this Agreement will continue in effect.

The parties hereto agree that the items listed above shall not be considered to establish the scope of negotiable items for any future contracts, and the parties agree that future contracts shall be negotiated within the spirit and intent of Chapter 123 of the Public Laws of New Jersey, 1974.

### **B. PROFESSIONAL GROWTH**

#### **Course Subsidy Plan**

The Board of Education encourages members of the professional staff to maintain and expand proficiency in their chosen fields by participating in courses offered at fully accredited (according to New Jersey State Department of Education) colleges and universities. Staff members must attend classes to receive credit.

Accordingly, the Board of Education will reimburse the registration and tuition fees for each course, subject to the following provisions.

#### **Eligibility**

Teachers who are recognized as full-time employees are eligible for one hundred percent (100%) course reimbursement of tuition and fees for New Jersey State Colleges and the State University; and 75% course reimbursement for private institutions and out-of-state colleges and universities. Part-time staff members are eligible for reimbursement benefits on a prorated basis, the percentage of reimbursement corresponding to the fraction of full-time employment stipulated in the staff member's contract at the time of course approval (e.g. half-time teachers are eligible for fifty percent (50%) of the reimbursement rate of full time teachers, .2 teachers for twenty percent (20%) of the reimbursement rate of full time teachers, etc.).

### **Criteria**

Only courses which meet the criteria listed below will be reimbursed by the Board of Education:

- (a) Approval in advance by the Principal and Asst. Superintendent.
- (b) Course is not required by the State for certification in the position held by the staff member.
- (c) Course is related to improvement in the staff member's value to the regionalized school system.
  - Course is in subject field or area in which employee is presently employed, or
  - Course is in subject field or area in which the school district believes the employee may later serve the district advantageously.
- (d) Reimbursement for successfully completed courses shall be made no later than forty-five (45) days subsequent to submission of paid tuition bill and copy of transcript.

## **C. LEAVES**

### **1. Sabbatical Leaves**

In this article, the word "teacher" shall refer to any professional staff member whose terms and conditions of employment are determined by this Agreement, and the word "sabbatical" shall be defined as "one full school year."

**(a) Eligibility and Qualifications**

- (1) The applicant must have completed five (5) or more years of continuous employment in the District.
- (2) It is the intent of the Board to grant sabbatical leaves to qualified applicants who meet the specified criteria. Insofar as possible, the leaves will be proportionately divided among the various grade groupings and schools.
- (3) Subsequent sabbatical leaves may be authorized only after eligibility has been re-established by service of an additional five (5) consecutive years of service as an employee of the District.
- (4) A further requirement of eligibility is the filing of a written agreement with the Assistant Superintendent of Education stipulating that the applicant for sabbatical leave will remain in the service of the District for a period of two (2) years following the expiration of the sabbatical leave.

**(b) Purposes of Sabbatical Leave**

Sabbatical leave is granted to professional personnel to permit them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and/or writing, and travel.

The following information shall be presented in application for consideration by the Superintendent of Schools and the Board of Education.

- (1) Formal study including accredited college/university acceptance for credit or program, which will aid in improving the educational services to the District rendered by the applicant.



- (2) Research and/or Writing: the project will be outlined, and its appropriateness for professional improvement and application to the District indicated.
- (3) Travel: a plan, including the proposed itinerary, shall be submitted stating the professional objectives which are sought through such travel.
- (4) Other reasons: a plan will be submitted stating the professional objectives of the applicant to be afforded by such leave.

**(c) Length of Leave and Filing Date**

- (1) The leave may be granted for a period of time appropriate to the purpose of the leave, but not more than one (1) school year.
- (2) The application must be filed with the Office of the Superintendent no later than February 1 of the year prior to that in which the leave is to take place. Upon approval by the Superintendent, the application will be forwarded to the Board of Education for action on the Superintendent's recommendation.
- (3) The Superintendent will give notice to the applicant of the acceptance or rejection of his or her application within thirty (30) days after February 1st. Said notice, if rejection, must include an explanation of why the application was denied.

**(d) Selection**

The most important criterion for determining the granting of a sabbatical leave is whether or not the leave is likely to improve the quality of teaching and/or other professional services to the District.

- (1) Upon receipt of all such applications, the Superintendent will consider them for recommendation based on the following factors:
  - i. Purpose of Leave.
  - ii. Professional growth of staff member.
  - iii. Potential benefit to the school system.
  - iv. Compliance with all regulations pertaining to the leave.
- (2) A sabbatical leave, once granted, may not be terminated before the date of expiration, except as otherwise provided herein, or otherwise agreed upon by the applicant and the Board of Education.

**(e) Conditions of Leave**

- (1) The applicant will enter into a contract to continue in the service of the District for a period of at least two (2) years following the expiration of the leave of absence. Upon failure to comply with the two (2) year service clause, the teacher will repay to the District a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two subsequent years bears to the two full years. Exceptions to this condition will be made in the case of an employee who has become incapacitated, or who has been discharged, or who has been reduced in force, or who has been released from this obligation for good and sufficient reason by the Board of Education.
- (2) The salary granted to an employee on sabbatical leave will be as follows:

- (i) An employee granted sabbatical leave will receive seventy-five percent (75%) of the salary he or she would be entitled to if not on leave.
  - (ii) Regular monthly deductions will be made from salary payments, including teachers' pension fund and other legally required and/or employee authorized deductions.
  - (iii) Payment of salary to staff members on sabbatical leave will be made in accordance with the provisions of the agreement regarding payment of salary to other members of the professional staff. The employee on leave shall be responsible for keeping the Office of the Board Secretary informed of his or her address.
  - (iv) Anyone on such leave shall be considered as in the employ of the district, and time thus spent will count as regular service toward retirement, seniority, and consideration of salary. Such leave of absence will be without prejudice to the teacher's tenure rights.
  - (v) Teachers on such leave for the purpose of formal study will be reimbursed for tuition subject to the provisions of this Agreement which customarily regulates this benefit.
  - (vi) During sabbatical leave, policies relating to sick leave, absences, absence for personal reasons, death, etc. will not apply. Accumulated sick leave benefits will be maintained during such leave and will become available to the employee together with the annual provisions of this contract upon his or her return to the district.
- (3) An interim report will be filed at the midpoint of the period for which the leave was granted. This report should contain sufficient information for the Superintendent to determine that the objectives of the leave are being realized.

- (4) A final report of the activities and results of the leave will be filed with the Superintendent within thirty (30) Days of the termination date of the leave. This report will then be transmitted by the Superintendent to the Board of Education.

**(f) Termination of Leave**

Sabbatical leaves may be terminated under the following conditions:

Interruption of the leave caused by serious accident, illness, or disability will not prejudice a Board of Education regarding the fulfillment of the conditions on which the leave was granted, and will not afterward affect the amount of compensation paid the employee provided:

- (1) Evidence of the accident, illness, or disability is provided to the Superintendent and the Board of Education within thirty (30) days.
- (2) Under the circumstances, the employee so prevented from completing the terms of his sabbatical leave will have the option, upon approval by the Superintendent, of changing the terms of his or her leave to those covered by the disability provisions of this Agreement.
- (3) If the Superintendent is convinced that an employee is not fulfilling the purpose for which a sabbatical leave was granted, or that said employee has violated any of the conditions of the leave, he may report this situation to the Board of Education. If there is evidence of violation, or non-performance on the part of the employee, the said employee will be given a hearing. If, during that hearing, it is determined that said employee has indeed violated the terms of this provision, the Board of Education may terminate the leave, as of the date of its abuse. The employee will return to assigned duties at the earliest possible date following termination of the leave.

**(g) Return to Active Duty**

At the end of the sabbatical leave, the employee will return to active duty, subject to the following considerations:

- (1) An employee who has been on sabbatical leave will notify the Superintendent of his or her intention to return on or before April 30 of the school year or sixty (60) days prior to return from leave, whichever is earlier.
- (2) At the expiration of the sabbatical leave, the employee will be reinstated in the position held at the time such leave was granted unless he or she agrees otherwise, or unless conditions arose during the term of the sabbatical leave which would have resulted in a change of position of said employee had he or she remained in active service.

**(h) Other Professional Leaves**

Leaves, other than those granted for a period of two consecutive semesters (Sabbatical Leave), may be granted for a period of time appropriate to the purpose of the leave. The conditions applicable to such leave will be the same as the conditions of a Sabbatical Leave unless otherwise stated in the approved application. The criteria for the granting of such leaves will be those outlined in paragraph 3 of this document. A subsequent "other" professional leave may be granted, if appropriate, in less than an additional five (5) consecutive years of service, subject to all conditions noted above.

**2. Illness**

Sick leave is hereby defined to mean the absence from school duty of any person because of personal disability due to illness or injury, or because of a medically-ordered quarantine in the staff member's household.

**(a) Annual Allowance**

- |     |                                      |         |
|-----|--------------------------------------|---------|
| (1) | Ten month professional employees:    | 15 Days |
| (2) | Twelve month professional employees: | 18 Days |

**(b)** Any unused portion of the yearly allowance for a given employee (but not more than ten days per year) shall be cumulative.

**(c)** An employee who shall suffer an enforced absence from school for more than fifteen (15) days in any school year on account of disability caused by illness or injury shall receive the benefit of cumulative sick leave allowance as herein defined.

Definition: Cumulative sick leave allowance is the sum of all unused portions of the employee's annual allowance for illness computed at the rate of not more than ten days per year.

**(d)** The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service.

(1) An employee who leaves the system loses his/her benefits under the cumulative sick leave plan.

(2) An employee is rendering consecutive service as long as he/she or the Board of Education does not officially terminate his/her contract. A leave of absence, as granted by the Board, does not constitute an interruption of service. Sick leave, however, shall not be permitted to accumulate during the period a staff member is on such leave of absence.

**(3) Pay for Unused Sick Leave:**

Severance pay shall be granted to professional staff members who have been continuously employed in the district for twenty years.

Full-time staff members, employed prior to September 1, 1995, shall receive payment for each day of accrued sick and personal days. The rate of remuneration shall be one-fourth (¼) per diem pay, based on the staff member's final year salary, including longevity, up to \$12,500.

For employees beginning September 1, 1995, the maximum severance pay, including longevity, will be \$6,250.

Any staff member who is reduced in force will be reimbursed for all unused sick leave at the same rate noted above.

In the event that a staff member dies while in the service of the School District of the Chathams, his/her unused sick days will be reimbursed at the specified rate in the name of his /her designated beneficiary.

**(e) Family Illness Leave**

For absence due to serious illness of any relative in the employee's immediate family; or a relative for whom one is responsible, full pay for not more than five days in each school year will be paid to the professional staff member. Immediate family shall be considered to be father, mother, spouse, child, brother, sister, or any relative residing in the immediate household.

**3. Death of Close Relations**

Absences because of death in the employee's immediate family [as defined in "(e)" above in this contract] or because of death of another relative, including grandfather, grandmother, grandchild, father-in-law, mother-in-law, or anyone making his/her home with the employee's family and regarded as a member of the family, shall be allowed with full pay for a period of up to five (5) days.

**4. Marriage**

Upon request, an employee whose marriage takes place when schools are in session shall be granted a leave of absence of up to five (5) school days without pay.

## **5. Personal Days**

In addition to participation in religious observances, teachers will have up to three paid personal days which can accumulate for severance purpose. Personal days may be used for the following reasons:

- (a) Important personal business which cannot be attended to other than during school hours on days when school is in session, including weddings and graduations of family members.
- (b) Legal Business
- (c) Personal or family emergencies
- (d) No personal days will be granted immediately preceding or following a holiday weekend or vacation period.

Written notification of personal days shall be made to the Principal as far in advance as possible.

## **6. Health and Hardship**

On request of the staff member and approval by the Board of Education, leaves of absence may be granted to professional employees under tenure for purposes of restoration of personal health or the alleviation of hardship involving the employee or his/her family. Such leaves normally will be approved without pay; however, full or partial salary may be included in unusual cases for what the Board considers to be a justifiable reason. The other conditions specified by the Board in granting such leaves shall depend on the length of time the staff member has served in the district and other pertinent circumstances, including the conditions which brought about the necessity for granting such leave.

The beginning and ending dates of leaves for health and hardship shall be determined by the Board in the best interests of the school system and the employee concerned.

The employee will retain any tenure status during official leave approved within the limits of this policy; however, the usual annual salary increments will not be granted during such leave.



## **7. Disability**

- (a) Disability leave shall be defined in NJSA 18A:30-1 to mean leave taken by a person steadily employed by the district who is absent "from his or her post of duty...because of personal disability due to illness or injury....," or for other sufficient reasons.
- (b) All employees who anticipate disability in a specific future event, such as childbirth, pending surgery or other medical procedures, shall report that status to the district as soon as known, and shall submit a physician's statement to certify their continuing fitness.
- (c) An employee who claims disability leave of more than ten consecutive days shall submit a physician's statement indicating the reason he or she cannot perform the duties of his/her position and the anticipated duration of his/her disability.

Staff members on such disability leave shall submit a statement from a physician certifying that they are physically able to return to duty before they will be allowed to return to their position in the school district.

- (d) The employee must notify the Superintendent by April 15 of the school year in which his/her leave terminates as to his/her intention to resume or resign his/her position.
- (e) Childbirth leaves (designed to provide a period of leave immediately before and after childbirth).
  - (1) A staff member shall notify the Superintendent in writing of her pregnancy, at least three (3) months prior to the anticipated date of leave. The notification shall specify whether the staff member intends to continue in her position until the period of disability.

- (2) Staff members may utilize the sick leave provision for a period of disability associated with childbirth. The normal period of disability for childbirth is assumed to be eight weeks. The staff member must present medical certification that the period of disability is to be longer or shorter than an eight week period.
- (3) Accumulated sick leave shall be used for the disability period.
- (4) Staff members who remain in their positions until the period of disability shall be eligible for sick leave benefits during the disability period.
- (5) Staff members who wish to take child-rearing leave after childbirth should follow the procedures outlined in the child-rearing provision of this contract.

## **8. Child-Rearing Leaves**

- (a) The intent of this provision is to provide a period of leave for child-rearing during the first year after childbirth or after adoption of a child. On the request of professional employees and approval by the Board of Education, a leave of absence for the purpose of child-rearing shall be granted in accordance with the provisions listed below. Child-rearing leaves shall be without pay. In considering such requests, the Board will take into account the interest of the district in maintaining continuity of instruction and the maintenance of a qualified, competent staff.
- (b) Staff members shall notify the Superintendent in writing for child-rearing leave at least eight (8) weeks before the anticipated start of the leave. Exceptions may be granted for the adoption of a child or in other unanticipated situations if the staff member has notified the Superintendent of the intention to adopt and to request a child-rearing leave.
- (c) Leaves for child-rearing purposes shall be granted upon the birth or adoption of a child.

- (d) Child-rearing leaves shall expire on June 30 of the year for which they are granted.
- (e) Leaves of absence granted to tenured teachers may be extended for one school year beyond the initial period of leave on the written request of the staff member to the Superintendent and approval by the Board of Education.
- (f) Leaves of absence granted to non-tenured teachers may not be extended beyond the end of the school year in which they are authorized.
- (g) Staff members shall retain their regular employment status during child-rearing leave approved within the limits of this policy; however, time spent on such leave will not be used as experience credit for advancement on the salary guide or for the calculation of seniority.

**9. Extended Leaves of Absence**

In the event that a long-term disability exhausts the accumulated sick-leave of a staff member, that staff member may request that the Board of Education extend his/her leave. The Board of Education will give most careful consideration to all such requests.

**10. Other Leaves**

Extended leaves of absence without pay may be requested by an employee. The Board of Education will give most careful consideration to all such requests. Upon return from such leave, the employee will be placed on his/her next step on the salary guide, and full employee rights will be resumed.

The employee must notify the Superintendent by April 15 of the school year in which his/her leave terminates as to his/her intention to resume or resign his/her position.

## **D. HEALTH INSURANCE**

The Board will provide 100% of the cost of the medical and dental insurance plans specified below, or equivalent coverage with another provider, for employees covered by this agreement.

New Jersey State Health Benefits Program  
Delta Dental Plan of New Jersey Inc.

In addition, the Board will pay 100% of the cost for dental insurance for the employee's eligible family members and 95% of the dependent medical insurance, while enrolled in the State Health Benefits Program. The Board will pay 97½% of the dependent medical insurance if and when the Board leaves the State Plan.

Each employee will be provided with a copy of these insurance coverages.

### **EAP**

The Board will provide an Employee Assistance Plan.

## **E. STAFF ASSIGNMENT**

### **1. Posting Procedure**

All openings for positions in the district for which teachers may be qualified shall be made known to all staff members according to the following procedures:

- (a) Each vacancy will be advertised in a notice posted in a specifically designated place in each school building in the district for not less than seven school days.
- (b) Each vacancy so posted will be accompanied by an appropriate job description, including essential elements of the job known to exist at the time of posting.
- (c) Persons interested in advertised positions will so indicate by means of a letter of application submitted to the Assistant Superintendent.

- (d) Successful and unsuccessful applicants will be advised in writing of their status as soon as is practical or when the position is filled.
- (e) Notification of openings which occur during summer recess shall be the responsibility of the Superintendent of Schools. The Superintendent shall notify all qualified personnel for any vacancy that occurs during summer recess by a mailing to the staff member's designated home address.

## **2. Workday**

All teachers of K-4 shall have a minimum duty-free preparation time of 200 minutes per week. Teachers of the same grade level (K-4) shall have equal amounts of preparation time.

All teachers of grades 5-6 shall have two (2) preparation periods per day. One of the two preparations will be for the purpose of team planning.

Core curriculum\* area teachers of grades 7-12 shall have five (5) teaching periods per day and two duty-free preparation periods per day.

\*Core curriculum courses require frequent and continuous preparation, assignment and evaluation of written work for students.

Special area teachers may be assigned a sixth teaching period in cases of need. The purpose of this provision shall not be used to effect a reduction in force. Teachers who teach six periods shall not be assigned a non-instructional duty.

A teacher of grades 7-12 who has an assignment that is a combination of special and core-curriculum subjects may be assigned a sixth teaching period for one semester only.

Hours of the teacher workday may be differentiated relative to class schedule. Beginning with the 1995/96 school year, the High School bell schedule hours will change to 7:30 AM through 2:35 PM.

Non-teaching members of the professional staff who do not follow class schedules shall provide a minimum of seven hours of service per day. On those days where the number of hours must exceed seven, an individual teacher shall have the right of compensatory flex-time on another day.

Teaching schedules and pay of part-time staff shall be pro-rated according to the provisions of this article in consultation with the Association.

Building level faculty meetings shall be held on a designated day of the week determined by principal and faculty. After-school hours on Wednesday will be reserved for district curriculum committee meetings; after-school hours on the 1st and 3rd Thursdays of each month shall be reserved for meetings of the Association of Chatham Teachers.

### **3. Teacher Travel**

The class load of teachers who instruct in more than one building on the same day shall be limited to five (5) classes. In addition, traveling teachers shall not have a supervisory duty.

Traveling teachers shall be reimbursed for the mileage between schools at the standard rate recognized by the IRS for reimbursement.

### **4. Other Travel**

Any teacher who incurs traveling expenses (other than those related to extra-pay, extra-duty positions) for any required or approved task shall be reimbursed at the standard rate recognized by the IRS for reimbursement. It is understood that these tasks are not those performed while meeting regular teaching responsibilities.

### **5. Contract Notification**

A contract or notification that no contract will be offered will be mailed to each teacher by May 15th.

In lieu of a formal contract, once an employee goes on tenure, he or she will be mailed, by May 15th, a memo agreement outlining the salary which the Board proposes to pay the employee during the next year.

If an agreement on the negotiations contract has not been reached by these dates, in lieu of a formal contract, a memorandum will be mailed indicating that a formal contract will be forthcoming upon completion of negotiations.

It is important for all parties to understand that as each school district has its responsibility for adequate notice of contract renewal to all employees, so too, does each employee carry a similar responsibility for adequate notice to the district of his/her intentions. Each employee shall notify the Board of Education of his/her intention to accept or decline the contract within thirty (30) days from the date of receipt of offered contract or memorandum agreement. If, after written notification from the Superintendent that he/she has failed to respond to the contract or memorandum within thirty (30) days, the employee fails to respond within five (5) days, he/she will be deemed to have resigned the position.

#### **6. Notification of Assignment**

Each teacher will be informed of his/her intended assignment for the following year, no later than May 15th of each year whenever possible.

#### **7. Calendar**

After receiving input from the Association, a calendar will be drafted by the Superintendent for approval by the Board of Education.

In the contract years of 1995-96 and 1996-97, the number of staff days shall be 187.

### **F. ASSOCIATION RIGHTS AND PRIVILEGES**

To help lighten the burden of the duties of the office, the President of the Association of Chatham Teachers shall not be assigned any non-instructional duty.

The President and members of the Executive Board of the Association shall have the right to visit other schools, when necessary, in the performance of their duty, so long as it does not interfere with the overall instructional climate.

## **G. GRIEVANCE PROCEDURES**

The Board and the Association desire to maintain a grievance procedure in accordance with Chapter 123 Public Laws of 1974, that serves the best interest of both the aggrieved employee and the school system. The Association or any individual member of the staff shall have the right to appeal the application of this agreement, policies or administrative decisions affecting a teacher or a group of teachers through the channels specified by this procedure. They shall have the right to present their appeal or to designate representatives of the Association of their own choosing to appear with them or for them at any step in their appeal.

### **Terms**

A grievance is a claim by a teacher or the Association based upon the interpretation, application or violation of this Agreement, Board policies or administrative decisions and practices as they relate to the terms and conditions of employment affecting a teacher or a group of teachers.

A grievance may be initiated by a teacher, a group of teachers, or the Association.

The grievant may be represented at all stages of the grievance procedure by himself/herself, his/her agent, or at his/her option, by the Association or by a representative selected or approved by the Association.

The term "days" when used in this article shall mean working school days. Weekends and vacation days are excluded.

The purpose of this procedure is to resolve differences concerning the terms and conditions of employment. The procedure is intended to resolve such differences at the lowest level of authority possible.

### **Time Limits**

The number of days specified for the initiation of a grievance and for each level of resolution is a maximum. Every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement of the person or persons making the claim and the Board of Education.



## **Year-End Grievances**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

## **Sequence of Levels for Resolving Grievances**

### **Level One: Principal or Immediate Supervisor**

The teacher or Association shall, within 30 days of identification of a grievable issue, first discuss it with the principal (or immediate supervisor or department head) in an attempt to resolve the matter informally.

### **Level Two: Written Grievance to Principal**

If the initiator of the grievance is not satisfied with the resolution at Level One, the complaint shall be filed in writing to the principal. A written grievance shall be filed within thirty (30) days of the last occurrence of the incident being grieved. Information copies of the grievance shall be sent by the teacher to the Superintendent of Schools and the Association.

A hearing on the grievance shall be held by the principal within five (5) days of receipt of the written grievance.

The principal shall render a written decision with supporting reasons within five (5) days of the hearing.

### **Level Three: Superintendent**

If the grievance is not settled to the satisfaction of the grievant at Level Two, the decision may be appealed to the Superintendent of Schools within five (5) days. To do so, the grievant must submit a written appeal of the principal's decision. The complaint previously filed with the principal and the principal's written decision shall be filed with this appeal to the Superintendent.

Within five (5) days of receipt of the appeal, the Superintendent will hold a hearing. A written decision shall be rendered by the Superintendent within five (5) days of the hearing at Level Three.

At this point of the grievance procedure, if the grievance has been initiated by a teacher or group of teachers, the Association shall determine the merit of the grievance. If the grievance is determined to be valid, the Association continues with the procedure for appeals. If the Association determines that the grievance is without merit, the grievant will personally continue with the procedure for appeals.

### **Level Four: Board of Education**

If the decision of the Superintendent is not satisfactory to the grievant, it may be appealed to the Board of Education within five (5) days.

The process for appealing a grievance to the Board of Education shall be a written statement summarizing the points at issue and the reasons for the appeal.

The Board of Education shall review the Superintendent's decision and the written appeal and render a decision within fifteen (15) days. During that period, a hearing with a committee of the Board or the full Board shall be held.

All meetings and hearings under this procedure shall not be conducted in public and shall include only the interested parties and their designated or selected representatives.

The aggrieved party may have a legal representative and/or witnesses in attendance at the hearing before the Board.

#### **Level Five: Arbitration**

If the grievance remains unresolved, binding arbitration will be employed.

Within twenty (20) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. The award of the arbitrator will be binding on both parties. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the AAA to submit a second roster of names. The parties then shall be bound by the rules and procedures of the AAA.

In the event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the Public Employment Relations Commission.

The Board and the Association will divide equally the costs of arbitration.

\* \* \* \*

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.

All written communications regarding this grievance procedure shall note at the beginning of such correspondence "In accordance with the grievance procedures outlined in the professional negotiations agreement..."

## **H. AUTOMATIC PAYROLL DEDUCTION**

1. The Board agrees to deduct from the salaries of its teachers: dues for the Association, the Morris County Education Association, the New Jersey Education Association, and the National Education Association, or any one or combination of such associations as said teachers voluntarily and individually authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-16.9e) and under rules established by the State Department of Education.
2. Said monies and a report shall be forwarded from the Business Office to the appropriate association or associations.
3. Each employee may choose one of the following options for the payment of salary under the following conditions: the employee's decision to enter plans (b) or (c) must be made prior to September 1st and will continue for the duration of the current year. Continuation in the plan will be automatic from year to year unless the employee requests termination in writing:
  - (a) Salary is divided into 20 equal installments payable on the 15th and on the last day of the month.
  - (b) Any employee may choose to have his/her salary divided into 24 equal installments. From September through June, the payments will be as outlined in paragraph (a) above. The Board will mail semi-monthly payments in July and August on the 15th and on the last day of the month.
  - (c) A designated percent of the gross monthly earnings will be forwarded by the Board to the Summit Trust Company and/or Tri-Co Federal Teachers Credit Union. The employee will designate this percent prior to September 1st of each school year. All other arrangements with the bank must be made with the employee. If an employee involved in this plan requests termination of the deduction during the school year, he or she may not re-enter the plan until the following September.
  - (d) Upon the request of the employee, the employee's net monthly earnings will be forwarded by the Board to his/her choice of bank and/or credit union.

**SCHOOL DISTRICT OF THE CHATHAMS**

**PROFESSIONAL SALARY GUIDE**

1995/96

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	
<b>A</b>	30,165	30,818	31,336	31,888	32,546	33,100	33,652	34,205	<b>A</b>
<b>B</b>	31,437	31,990	32,527	33,100	33,783	34,357	34,931	35,505	<b>B</b>
<b>C</b>	32,632	33,228	33,763	34,358	35,067	35,663	36,258	36,854	<b>C</b>
<b>D</b>	33,970	34,618	35,361	36,289	37,334	38,320	39,226	40,213	<b>D</b>
<b>E</b>	35,354	36,053	37,003	38,263	39,640	41,018	42,232	43,611	<b>E</b>
<b>F</b>	36,887	37,646	38,743	40,250	41,464	42,957	44,235	45,729	<b>F</b>
<b>G</b>	38,200	39,008	40,236	41,977	43,263	44,848	46,162	47,748	<b>G</b>
<b>H</b>	39,468	40,304	41,644	43,599	45,235	46,871	48,184	49,819	<b>H</b>
<b>I</b>	40,730	41,595	43,048	45,512	47,197	48,887	50,196	51,884	<b>I</b>
<b>J</b>	41,987	42,882	44,742	47,416	49,154	50,894	52,202	53,939	<b>J</b>
<b>K</b>	43,097	44,319	46,277	49,135	50,917	52,700	54,008	55,790	<b>K</b>
<b>L</b>	44,488	45,739	47,793	50,827	52,650	54,475	55,782	57,606	<b>L</b>
<b>M</b>	46,016	47,293	49,455	52,689	54,561	56,435	57,740	59,612	<b>M</b>
<b>N</b>	47,540	48,843	51,109	54,544	56,464	58,386	59,689	61,611	<b>N</b>
<b>O</b>	50,632	52,009	54,303	57,704	59,605	61,508	62,798	64,760	<b>O</b>
<b>P</b>	57,199	58,556	61,945	67,826	70,318	72,836	74,047	76,565	<b>P</b>

Notes: (1) Any person with a doctoral degree from a recognized university will receive an additional stipend of \$1,000.

(2) Step does not necessarily correspond to years of experience.

**SCHOOL DISTRICT OF THE CHATHAMS**  
**PROFESSIONAL SALARY GUIDE**

**1996-97**

<b>STEP</b>	<b>BA</b>	<b>BA+15</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>	<b>MA+45</b>	<b>MA+60</b>	
<b>A</b>	30,361	31,018	31,540	32,095	32,758	33,315	33,871	34,427	<b>A</b>
<b>B</b>	31,641	32,198	32,738	33,315	34,003	34,580	35,158	35,736	<b>B</b>
<b>C</b>	32,844	33,444	33,982	34,581	35,295	35,895	36,494	37,094	<b>C</b>
<b>D</b>	34,191	34,843	35,591	36,525	37,577	38,569	39,481	40,474	<b>D</b>
<b>E</b>	35,584	36,287	37,244	38,512	39,898	41,285	42,507	43,894	<b>E</b>
<b>F</b>	37,127	37,891	38,995	40,512	41,734	43,236	44,523	46,026	<b>F</b>
<b>G</b>	38,448	39,262	40,498	42,250	43,544	45,140	46,462	48,058	<b>G</b>
<b>H</b>	39,725	40,566	41,915	43,882	45,529	47,176	48,497	50,143	<b>H</b>
<b>I</b>	40,995	41,865	43,328	45,808	47,504	49,205	50,522	52,221	<b>I</b>
<b>J</b>	42,260	43,161	45,033	47,724	49,474	51,225	52,541	54,290	<b>J</b>
<b>K</b>	43,377	44,607	46,578	49,454	51,248	53,043	54,359	56,153	<b>K</b>
<b>L</b>	44,777	46,036	48,104	51,157	52,992	54,829	56,145	57,980	<b>L</b>
<b>M</b>	46,315	47,600	49,776	53,031	54,916	56,802	58,115	59,999	<b>M</b>
<b>N</b>	47,849	49,160	51,441	54,899	56,831	58,766	60,077	62,011	<b>N</b>
<b>O</b>	50,644	52,021	54,315	57,716	59,617	61,520	62,810	64,772	<b>O</b>
<b>P</b>	58,699	60,106	63,545	69,501	72,018	74,586	75,847	78,415	<b>P</b>

**Notes:** (1) Any person with a doctoral degree from a recognized university will receive an additional stipend of \$1,000.

(2) Step does not necessarily correspond to years of experience

## PROFESSIONAL GUIDE EXPLANATIONS

### I. EXCEPTIONS

Exceptions to the salary guide shall be in accordance with the following "capping" procedures:

- A. For the 1995-96 school year, any person moving from Step O to Step P will receive a maximum salary increase no greater than \$3,000, exclusive of longevity.
- B. For the 1996-97 school year, a maximum salary increase of \$3,500 applies to all staff members moving from Step O to Step P, or from a previously capped amount on Step P and moving towards the maximum dollar amount designated by Step P. This is exclusive of longevity.
- C. The Board and ACT agree that the base for contract negotiations in 1997-98 shall be the total salaries paid to the staff members in the 1996-97 school year covered under this agreement.
- D. This contract does not guarantee that any person whose salary was capped in the 1995-96 and/or 1996-97 contract years will be placed on guide at the appropriate step in the 1997-98 school year.
- E. Example of Capping:

*MA+60, Step O for 1994/95 (20 Years Service with District)*

1994/95 Base Salary, Step O	\$64,757
Maximum Salary Increase	<u>3,000</u>
1995/96 Base Salary, Step P (Capped)	\$67,757
Plus appropriate Longevity Stipend	<u>2,000</u>
<b>1995/96 Total Salary</b>	<b>\$69,757</b>
1995/96 Base Salary, Step P (Capped)	\$67,757
Maximum Salary Increase	<u>3,500</u>
1996/97 Base Salary, Step P <sup>2</sup> (Capped)	\$71,257
Plus appropriate Longevity Stipend	<u>2,000</u>
<b>1996/97 Total Salary</b>	<b>\$73,257</b>

Note: Longevity is not cumulative and therefore not part of the Base Salary.

## **II. LONGEVITY**

Teachers at the maximum step on the salary guide shall receive longevity awards according to the following:

Upon completion of 15-19 years of service to the District: \$1,500.

Upon completion of 20-24 years of service to the District: \$2,000.

Upon completion of 25 years or more of service to the District: \$2,500.



# EXTRA DUTY/EXTRA PAY GUIDE

1 = \$6589 (1995/96)

1 = \$6800 (1996/97)

POSITION	RATIO
Football - Head	1.00
Football - Assistant	0.60
Football - Assistant	0.60
Football - Assistant	0.60
Football - Assistant	0.60
Basketball - Head Boys	0.85
Basketball - Assistant Boys	0.60
Basketball - Assistant Boys	0.60
Basketball - Head Girls	0.85
Basketball - Assistant Girls	0.60
Baseball - Head	0.75
Baseball - Assistant	0.60
Baseball - Assistant	0.60
Softball - Head	0.75
Softball - Assistant	0.60
Track - Head Boys	0.75
Track - Assistant Boys	0.60
Track - Head Girls	0.75
Track - Assistant Girls	0.60
Soccer - Head Boys	0.75
Soccer - Assistant Boys	0.60
Soccer - Assistant Boys	0.60
Soccer - Head Girls	0.75
Soccer - Assistant Girls	0.60
Soccer - Assistant Girls	0.60
Field Hockey - Head	0.75
Field Hockey - Assistant	0.60
Tennis - Head Boys	0.65
Tennis - Assistant Boys	0.40
Tennis - Head Girls	0.65
Tennis - Assistant Girls	0.40
Golf - Head	0.65
Ice Hockey - Head	0.85
Ice Hockey - Assistant	0.60
Ice Hockey - Assistant	0.60
Cross Country - Head	0.60
Cross Country - Asst.	0.40
Wrestling - Head	0.85
Wrestling - Assistant	0.60
Volleyball - Head	0.60
Indoor Track - Coed	0.60
Lacrosse - Head Boys	0.75
Lacrosse - Assistant Boys	0.60
Lacrosse - Head Girls	0.75
Lacrosse - Assistant Girls	0.60
Lacrosse - Assistant Girls	0.60
Cheerleading/Fall - Head	0.50
Cheerleading/Fall - Assistant	0.40

HIGH SCHOOL ACTIVITIES ADVISORS/COORDINATORS/DIRECTORS		RATIO
Academic Team Advisor		0.40
Musical Production Director		0.60
First Assistant		0.20
Second Assistant		0.20
Third Assistant		0.20
Band Front Advisor		0.30
Computer League Advisor		0.25
Concert Band Director		0.30
Concert Choir Director		0.30
Drama Production Director		0.60
Drama Assistant		0.20
ERASE		0.60
ERASE - Asst.		0.30
Forensic Advisor		0.40
Freshman Class Advisor		0.25
Junior Class Advisor		0.30
Key Club Advisor		0.65
Key Club Advisor - Asst.		0.40
Literary Magazine Advisor		0.25
Marching Band Director		0.60
Marching Band - Assistant		0.45
Mock Trial Advisor		0.30
Model UN/Congress Advisor		0.60
National Honor Soc.Adv.		0.25
NJ Math League Advisor		0.25
Newspaper Advisor		0.75
Orchestra Director		0.30
P.A.C. Advisor - Assistant		0.50
Pep Club Advisor		0.45
Pep Club - Asst.		0.15
Percussion Advisor		0.30
Photography Club		0.25
Science League Advisor		0.25
Senior Class Advisor		0.35
Sophomore Class Advisor		0.25
Student Council Advisor		0.50
Yearbook Advisor		1.00
Yearbook Advisor - Assistant		0.25

## **MIDDLE SCHOOL ACTIVITIES ADVISORS/DIRECTORS**

	<b>RATIO</b>
All-School Production	0.50
Art Assistant	0.20
Band Director	0.15
Builder's Club (Formerly NJ Club)	0.30
Chorus Director	0.15
Critics' Club	0.10
Debate Club	0.10
Math League Advisor	0.20
Music Assistant	0.20
Orchestra Director	0.15
Photography Club	0.10
Rocket Club	0.15
School Store	0.10
Show Choir	0.20
Stage Band	0.30
Student Council Advisor	0.20
Yearbook Advisor	0.50

## **ELEMENTARY POSITIONS**

	<b>RATIO</b>
Special Program Director/SB	0.30
Special Program Director/SB	0.30
Play Area/Bus Supv./SB	0.20
Play Area/Bus Supv./WA	0.20
Play Area/Bus Supv./WA	0.20
Play Area/Bus Supv./MA	0.20
Play Area/Bus Supv./MA	0.20
Special Program Director/Laf.	0.30
Play Area/Bus Supv./Laf.	0.20
Play Area/Bus Supv./Laf.	0.20

BOARD OF EDUCATION  
SCHOOL DISTRICT OF THE CHATHAMS

By Jane Gibney  
Jane Gibney  
President

Date:

ATTEST:

Vincent D. Yaniro  
Vincent D. Yaniro, Secretary

Date:

Association of Chatham Teachers

By Peter Schorr  
Peter Schorr  
President

ATTEST:

Donna Anderson      Joseph F. Schneider